

A RESOLUTION

BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AMENDMENT NUMBER ONE THE AGREEMENT WITH THE HABITAT FOR HUMANITY IN ATLANTA, INC., PROJECT NUMBER HM-11-36, FOR THE PURPOSE OF EXTENDING THE TERM OF THE AGREEMENT SO THAT THE PROJECT MAY BE COMPLETED; AND FOR THE OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") is the recipient of grant funds from the U.S. Department of Housing and Urban Development under the Housing and Community Development Act of 1974, as amended; the Stewart B. McKinney Homeless Assistance Act of 1987, as amended; and/or the Aids Housing Opportunity Act (42 USC § 12901), as amended; and

WHEREAS, pursuant to Resolution 11-R-1128 adopted by the Atlanta City Council on August 15, 2011, and approved as per City Charter Section 2-403 on August 24, 2011, the City entered into an agreement for Project HM-11-36 with The Habitat for Humanity in Atlanta, Inc., ("Habitat") dated March 15, 2012 for the down payment assistance program (the "Project") in an amount not to exceed Five Hundred Thousand Dollars and No Cents (\$500,000.00) funded under the HOME Investment Partnership Program which will expire on February 28, 2013 (the "Agreement") a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Project has not been completed and Habitat has not used all of the funds under the Agreement; and

WHEREAS, the City desires enter into an amendment to the Agreement extending the term to February 28, 2014, so that Habitat may complete the Project and expend the remaining funds under the Agreement; and

WHEREAS, extending the term of Agreement so that habitat may complete the Project is in the best interest of the City.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City is hereby authorized to enter into amendment number one to the Agreement extending the term of the Agreement to February 28, 2014 so that Habitat may complete the Project and expend the remaining funds under the Agreement.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare the appropriate amendment for execution by the Mayor.

BE IT FINALLY RESOLVED, that the amendment shall not become binding upon the City, and the City shall incur no liability under same until such has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Habitat.

EXHIBIT A

**CITY OF ATLANTA
CONTRACT AGREEMENT**

<input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)
<input type="checkbox"/>	EMERGENCY SHELTER GRANT PROGRAM (ESGP)
<input checked="" type="checkbox"/>	HOME PROGRAM
<input type="checkbox"/>	HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM (HOPWA)
<input type="checkbox"/>	OTHER (specify): _____

**HABITAT FOR HUMANITY IN ATLANTA, INC. DOWN PAYMENT ASSISTANCE
PROGRAM**

<u>Grant Code</u>	-	<u>Year</u>	-	<u>Project #</u>	<u>PTAEO #</u>	<u>Amount</u>
HM	-	11	-	36 S1	25211006 3935 250431969 5239004	<u>\$500,000</u>

IDIS Project #: 30 **IDIS Activity #:** 3935 **IDIS Plan Year:** 2011

**STATE OF GEORGIA
COUNTY OF FULTON**

AGREEMENT

PART I

THIS AGREEMENT, made and entered into this the 15th day of March, 2012, by and between the City of Atlanta, a municipal corporation of the State of Georgia, hereinafter referred to as "City," and Habitat for Humanity In Atlanta, Inc, a not-for-profit Corporation of Fulton County, State of Georgia, hereinafter referred to as "Subrecipient."

WITNESSETH:

WHEREAS, The City of Atlanta is the recipient of grants from the U.S. Department of Housing and Urban Development (HUD) under the Housing and Community Development Act of 1974, as amended; the Stewart B. McKinney Homeless Assistance Act of 1987, as amended; and/or the AIDS Housing Opportunity Act (42 U.S.C> 12901), as amended; and

WHEREAS, the City desires to engage the Subrecipient to perform certain activities funded under said grants; and

WHEREAS, this Agreement was authorized by legislation of the Atlanta City Council on August 15, 2011 and approved as per City Charter Section 2-403 without the signature of the Mayor on August 24, 2011 a copy of which is attached hereto as Exhibit A, and made a part hereof by reference; and

WHEREAS, the Subrecipient has indicated its ability and desire to perform said activities for a sum not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the City and the Subrecipient agree as follows:

THE SUBRECIPIENT AGREES:

- A. The Subrecipient shall carry out all project activities in accordance with all applicable laws, ordinances, codes, regulations, and requirements of the federal, state, county, and city governments.
- B. The Subrecipient shall, in a satisfactory and proper manner as determined by the City, perform the activities detailed in Part II, Work Program, attached hereto and made a part hereof for a sum not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000).
- C. The work to be performed by the Subrecipient shall commence as of September 1, 2011 and shall be completed on or before February 28, 2013.
- D. The Subrecipient shall make any requests for payment under this contract no later than 90 days after the termination/expiration of the contract period, as shown in "C" above. After that date, no further payments shall be made under this contract.
- E. The Subrecipient further agrees to perform the activities detailed herein, in accordance with and subject to, all the stipulations, terms, conditions, and clauses specifically set forth in, or referenced by, the contract document.

THE CITY AGREES:

- A. The City agrees to pay the Subrecipient in accordance with terms and provisions of Part II, Scope of Services; Part III, General Provisions; and Part IV, HOME Program and Local Requirements.
- B. The City shall abide by and be subject to all the terms, conditions, clauses, and stipulations set forth in this Agreement.

THE SUBRECIPIENT AND CITY AGREE:

- A. This Agreement shall be construed and enforceable in accordance with the laws of the State of Georgia.
- B. Time is of the essence in this Agreement and each and every obligation and undertaking set forth herein.

- C. This Agreement contains the entire agreement of the parties, and no representations or agreements, oral or otherwise, among the parties not embodied herein shall be of any force and effect.
- D. The City shall have the right to terminate this contract if, after giving the Subrecipient at least thirty (30) days written notice specifying any alleged breach of this Contract by Subrecipient, Subrecipient fails to correct said deficiencies to the satisfaction of the City within thirty (30) days of receipt hereof, or for good cause.
- E. The Subrecipient shall have the right to terminate this contract if, after giving the City at least thirty (30) days written notice specifying any alleged breach of this Contract by the City, the City fails to correct said deficiencies to the satisfaction of the Subrecipient within thirty (30) days of receipt hereof, or for good cause.
- F. The parties hereto hereby designate the following persons, or their successor in title, as their representatives, to whom all notices, documents, requests, and inquiries shall be addressed:

G. **CITY:**

Derrick Jordan

Name

Interim Director, Department of Planning & Community Development, Office of Housing

Title

68 Mitchell Street, Suite 1200, Atlanta, Georgia 30303

Address

SUBRECIPIENT:

Larrie Del Martin

Name

Executive Director, Habitat for Humanity In Atlanta, Inc.

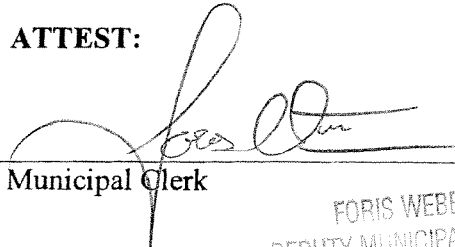
Title

529 Memorial Dr. S.E., Atlanta, Georgia 30312

Address

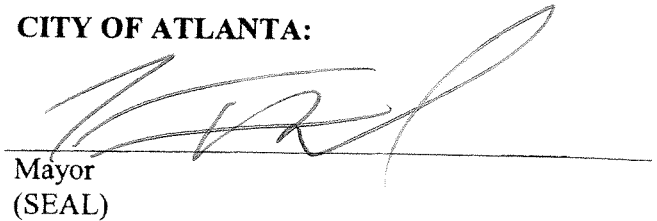
IN WITNESS WHEREOF, the duly authorized officers of the City and Subrecipient have caused their hands and seals to be hereto affixed the day and year first above written.

ATTEST:


Municipal Clerk

FORIS WEBB III
DEPUTY MUNICIPAL CLERK

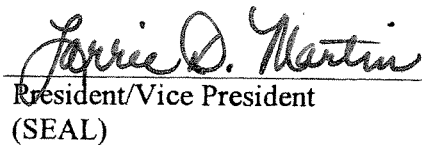
CITY OF ATLANTA:


Mayor
(SEAL)

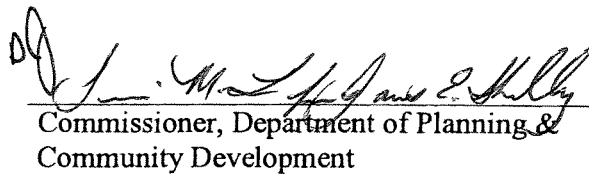
ATTEST:


Secretary/Assistant Secretary

SUBRECIPIENT: Habitat For Humanity In Atlanta, Inc.


President/Vice President
(SEAL)

APPROVED:


Commissioner, Department of Planning & Community Development

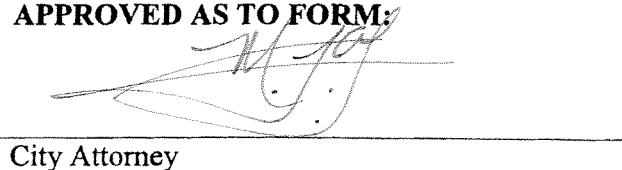
RECOMMENDED:


Chief Operating Officer, Interior

APPROVED:


Chief Procurement Officer
Department of Procurement

APPROVED AS TO FORM:


City Attorney

PART II
SCOPE OF SERVICES

Habitat For Humanity In Atlanta, Inc., Down Payment Assistance Program

<u>Grant Code</u>	-	<u>Year</u>	-	<u>Project #</u>	<u>Fund Account Center #</u>	<u>Amount</u>
HM	-	11	-	36 S1	25211006 3935 250431969 5239004	<u>\$500,000</u>

IDIS Project No: 30 **IDIS Activity No:** 3935 **IDIS Plan Year:** 2011

A. SCOPE OF WORK

Habitat for Humanity in Atlanta, Inc. ("Habitat" or "Subrecipient") will provide down payment assistance in the amount of \$10,000 to approximately 50 first-time homeowners. This funding request will allow Atlanta Habitat to continue to offer affordable homeownership opportunities in the City of Atlanta. The down payment assistance will go toward the purchase of Atlanta Habitat homes. These homes will be sold at no interest and no profit to Atlanta families who are first-time homebuyers and have low and very low income, less than 80% of the Area Median Income for the Atlanta Metropolitan Area adjusted for family size. These homes will remain affordable for a period of at least 5 years, in accordance with federal requirements.

To qualify to purchase an Atlanta Habitat home, an applicant must demonstrate a need for better housing, be a first-time homebuyer, have the ability to support a mortgage payment, and complete 250 hours of sweat equity. Atlanta Habitat estimates the value of non-skilled construction labor at \$6.00 an hour, therefore, the total value of the homebuyers contribution is \$1,500.00. Homebuyers will have lived or worked in the City of Atlanta or Fulton County, or one of 10 counties in metro Atlanta, for at least one year. Atlanta Habitat will give priority to applicants who live and/or work in the neighborhoods where Atlanta Habitat will build. Priority is also given to families living in inadequate housing conditions (i.e. unsafe, unsanitary, overcrowded or too costly).

Each homebuyer will repay the direct, hard costs of their house through a no-interest, no-profit 25- to 30-year mortgage. Atlanta Habitat homes average in cost of approximately \$120,000, depending on the number of bedrooms and location of property. A sponsor for each house will provide volunteer labor (except for foundation, plumbing, electrical work and wallboard installation) and the initial partial funding for materials to construct the home. Atlanta Habitat has a professional construction department responsible for overseeing subcontractors and volunteer laborers.

*Note: The value of volunteer time is based on the Davis Bacon hourly earnings of unskilled labor on Residential Construction projects (as determined by the U.S. Department of Labor).

B. USE OF FUNDS

1. **Eligible Activities:** Eligible Mortgage Assistance activities may include the following:

- a) Closing cost for the purchase of an eligible property for first-time homebuyers.
- b) Down payment assistance for the purchase of an eligible property for first-time homebuyers.

2. **Income Limits:** Habitat must verify that the households benefiting from the HOME Program are in accordance with U. S. Department of Housing and Urban Development HOME Program Income Limit Guidelines below:

FY 2011 Income Limits Category*	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
<u>Extremely Low (30%) Income Limits</u>	\$14,350	\$16,400	\$18,450	\$20,500	\$22,150	\$23,800	\$25,450	\$27,100
<u>Very Low (50%) Income Limits</u>	\$23,950	\$27,350	\$30,750	\$34,150	\$36,900	\$39,650	\$42,350	\$45,100
<u>Low (80%) Income Limits</u>	\$38,300	\$43,750	\$49,200	\$54,650	\$59,050	\$63,400	\$67,800	\$72,150

*As published May 2011

3. **Income Verification:** Income shall be determined by HUD's Section 8 annual income method. Income verification must be based on both the current income and a 12 month projection. The income verification must not be more than 6 months old at the time of approval for the HOME funds. HOME Model Guide: Technical Assistance for Determining Income and Allowances for the HOME program can be provided for technical assistance, if needed. The Subrecipient must document if the Borrower receives or is entitled to receive child support in the income verification calculations. If the Subrecipient decides to outsource the intake process to a subcontractor, as a way to screen applicants, the Subrecipient must enter into a written agreement with the subcontractor outlining the HOME requirements prior to disbursement of the HOME funds. The Subrecipient will still be required to perform the official income verification.

4. **First-time Homebuyer Verification:** Subrecipient will verify and document that homebuyer is a first-time homebuyer. Verification will be conducted upon initial application and will include the review of references, credit reports and/or tax returns. Habitat must document their verification process and supply the City's Office of Housing with a first-time homebuyer verification statement for each household.

C. PROJECT REQUIREMENTS

1. Eligibility Requirements:

The Borrower must:

- a. be a first-time homebuyer or not have owned property that he/she occupied in the past three years. The term first-time homebuyer includes displaced homemakers and single parents. The definition of a first-time homebuyer is located in Title I of Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625, approved November 28, 1990);
 - b. have annual gross household income that does not exceed 80% of the Atlanta Metropolitan Statistical Area (MSA) median income level as defined by the U.S. Department of Housing and Urban Development;
 - c. provide certification to evidence of completion of a Homebuyer Education Training Program;
 - d. acquire property within the incorporated limits of the City of Atlanta;
 - e. occupy and maintain the property as his/her principal place of residence after loan closing; and
 - f. provide 250 hours of sweat equity.
2. **Eligible Properties:** All eligible first-time homebuyers benefiting from HOME assistance must acquire properties within the incorporated limits of the City of Atlanta. Eligible property types include newly constructed or existing single-family detached homes, attached townhouses, condominiums and manufactured housing, one to four unit properties, cooperative or mutual housing units, if recognized by State law. Mobile homes, whether in a rental park or on private land, are not eligible.
3. **Property Standards:** Property standards should be as follows:
- a. **New Construction** New construction must meet City of Atlanta's adopted building codes and standards. Compliance with the requirement may be evidenced by the Certificate of Occupancy issued by the City's Office of Buildings. If Habitat needs assistance in securing Certificate of Occupancy, the City's Office of Housing will assist upon receipt of official notification from Habitat. Official notification can be in the form of an email or facsimile.

b. Existing Properties

1. For all existing eligible properties, the residential unit must meet Section 8 Housing Quality Standards (HQS). All HQS Inspections shall be performed and completed by Habitat. Habitat may elect to utilize the City of Atlanta's Department of Planning and Community Development/Office of Housing procured housing inspector list. All housing inspections will be conducted in accordance with the Section 8 HQS inspection rules.

2. Prior to the actual loan closing, Habitat agrees that the property must be inspected to insure that it is free of any HQS violations. All HQS violations must be corrected and cleared prior to loan closing. The City shall be provided with a copy of the completed inspection report as a part of the reimbursement request which shall be submitted on a monthly basis.

4. Unit Subsidy Amount and Subsidy Layering:

a. Minimum Amount of Assistance The minimum amount of HOME funds that must be invested in a project involving homeownership is \$1,000.00. (92.205(c))

b. Maximum Per-Unit Subsidy Amount The total amount of HOME funds that may be invested on a per-unit basis in affordable housing may not exceed the per-unit dollar limitation established under section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 1715(d)(3)(ii)) for elevator-type projects that apply to the area in which the housing is located.

c. Subsidy Layering Habitat will submit the Subsidy Identification Form (Exhibit I) and Good Faith Estimate to the City's Office of Housing for approval of the total amount of subsidy invested in an activity. Household size, household income, number of bedrooms, debt-to-income ratios, estimated taxes and insurance, and additional homeowner fees (i.e. Homeowner's Association Fees) must be included in each package. Upon receipt of the Subsidy Identification Form and Good Faith Estimate, the City will complete the Subsidy Layering Analysis to ensure that the amount of HOME funds invested in the activity does not exceed the per unit subsidy amount, and that no more HOME funds, in combination with other governmental assistance, than are needed to provide affordable housing are invested. The Office of Housing will notify Habitat within 48 hours of the loan's compliance or non-compliance with the HOME per-unit subsidy requirement and subsidy layering requirement. If it is determined that the loan is ineligible for HOME subsidy assistance under this contract, Habitat must remedy this defect prior to the loan closing or cancel the use of the HOME subsidy assistance. If the information changes prior to closing, Habitat must resubmit the Subsidy Identification Form, with all updated information prior to closing for review by the Office of Housing. The Office

of Housing will notify Habitat within 24 hours of the closing with an updated approval or decline.

- d. Maximum Sales Price All acquisitions, with or without rehabilitation, assisted with HOME funds for homebuyer assistance for single family properties must use the Single Family Mortgage Limits under Section 203 (b) of the National Housing Act, which is provided by HUD and can be verified at website www.hud.gov/offices/hsg/ins/sf203B.cfm. As of September 1, 2011, the maximum sales price under the HOME program is \$252,890.

D. PERIODS OF AFFORDABILITY

The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table beginning after project completion.

Homeownership assistance HOME amount Per-unit	Minimum period of affordability in years*
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

*The period of affordability applies to all sources of HOME funds administrated by qualified participating jurisdictions. Examples of additional sources include State HOME downpayment assistance grants and/or properties constructed by CHDO'S receiving HOME funds for acquisition or construction/rehabilitation. In instances where two sources of HOME funds are combined to assist eligible individuals, the affordability period is based upon the total HOME investment of the property. The Security Deed and Promissory Note are subject to modification based upon level of HOME assistance and affordability periods.

E. RECAPTURE/RESALE

1. Enforcement of Affordability Period: The Subrecipient will be responsible for having the borrower execute a Written Agreement outlining the HOME requirements prior to the disbursement of HOME funds. The City will provide the Written Agreement (Exhibit J) to the Subrecipient. The Written Agreement will be required in addition to the Promissory Note (Exhibit K) and Security Deed (Exhibit L), which the Subrecipient is required to record following execution by the borrower.

2. **Recapture Provision:** If the homebuyer is no longer using the property as his/her principal place of residence or sells the property during the affordability period, the homebuyer is subject to recapture of a portion of the HOME funds invested, via the Security Deed and Promissory Note. Recapture will be prorated for each full month based on the number of months the homebuyer maintained occupancy in the home during the affordability period. For each month, a 1/60th pro-ration of the note will be reduced from the principal balance.
3. **Reversion of Recaptured Funds:** All recapture funds will revert to the City, when the original homebuyer sells, transfers, or refinances the property during the affordability period.
4. **Long term Compliance:** The homebuyer is to maintain property as his/her principal place of residence throughout the affordability period. Habitat will be responsible for verifying the homebuyer's compliance with this provision by certifying that the homebuyer is utilizing the property as his/her principal place of residence every year of the affordability period. Certification of residency can include two of the following:
 - Voter Registration
 - Utility Bill
 - Hazard Insurance
 - Property Tax Bill

F. SCOPE OF SERVICES

The Subrecipient shall be responsible for the production of loans under the program. This shall include the following:

- a. Determine applicant's eligibility for the loan.
- b. Certify the homebuyer's first-time homebuyer status.
- c. Determine property eligibility.
- d. Select Home Inspector (City of Atlanta List).
- e. Prepare and submit, on an as needed basis, homebuyer subsidy approval requests to the City's Office of Housing accompanied by supporting documentation prior to the scheduled closing for approval:
 - Subsidy Identification Form
 - Certificate of Occupancy or Property Inspection Report
 - Good Faith Estimate
- f. Process, approve, close, and record second mortgage loans. (Security Deed - Exhibit L & Promissory Note - Exhibit K).
- g. Prepare closing package and schedule loan closings.
- h. Maintain complete loan files on each recipient.
- i. Prepare and submit monthly CD-1 reports to the City.
- j. Submit recorded Security Deeds and Promissory Notes to the City on a monthly basis.
- k. Monitor long term compliance during affordability period.

The City of Atlanta shall provide the Subrecipient, in writing, with any city, county, State, or Federal regulation changes, requirements, rulings, and/or interpretations, which will affect the administration of the program under this Agreement.

G. TIMETABLE FOR COMPLETION OF PROJECT

The work to be performed by the Subrecipient shall commence anytime after September 1, 2011 and shall be completed on or before February 28, 2013.

H. REIMBURSEMENT OF EXPENSES

The City of Atlanta will pay up to \$10,000.00 per unit for down payment assistance and closing costs. Habitat will submit request for reimbursement for the HOME program to the City's Office of Housing on a monthly basis. Reimbursements can only be submitted for units that close between the project period of September 1, 2011 and February 28, 2013. Requests for reimbursements will take form on the CD-1 (Exhibit F) and must be accompanied by the following supporting documentation:

- Income Verification Worksheet
- Settlement Statement
- CD-2 Client Income Verification Form For Service Projects (Exhibit G)
- First-time Homebuyer Verification Statement
- Certificate of Occupancy or Inspection Report
- Executed Security Deed and Promissory Note
- Verification of Homebuyer Sweat Equity
- Appraisal (or other method of valuation approved by the Office of Housing)

The Subrecipient shall submit an electronic version of the Homebuyer Set-up and Completion Form (Exhibit E), in lieu of the HC-3a Homeownership Assistance Completion Form, for all units to the City with each pay request.

I. REPORTING, RECORD KEEPING & MONITORING REQUIREMENTS

1. **Reporting Requirements:** The Subrecipient will report and will be measured on the following HUD outcome indicators for this project:

- number of households that are first-time homebuyers
- dollar amount of down payment/closing cost aid

The Subrecipient will submit the HOME Completion Form, (Exhibit E) and the CD-3 report (Exhibit H), identifying project status and beneficiary characteristics with each submission of the CD-1. The HOME Completion Form must be completed for each homeowner who receives HOME assistance.

The Subrecipient will be required to submit a copy of their organization's audit for each year the organization expends HOME funds. If the Subrecipient expends



more than \$500,000 of federal funds within their fiscal year, an A-133 audit is required.

2. **Monitoring Requirements:** The Subrecipient will monitor the principal place of residency for each homebuyer throughout the affordability period by certifying that the homebuyer is utilizing the property as their principal place of residence every year of the affordability period. Certification of residency can include two of the following:

- Voter Registration
- Utility Bill
- Hazard Insurance
- Property Tax Bill

The City of Atlanta will monitor this project annually to ensure compliance with applicable program requirements. This project is subject to ongoing compliance requirements of HOME for the entire period of affordability for applicable HOME compliance areas: production and accountability, compliance with HOME and other Federal requirements, and evaluation organizational and project performance as well as project viability (financial health, management capacity, etc.). The City will take appropriate action when performance problems arise such as provide technical assistance that may help to address identified problems, require more frequent reporting, restrict payment requests, disallow expenses, impose probationary status, impose suspension, terminate the agency's activity for the current program year, or initiate legal action.

3. **Record Keeping Requirements:** The Subrecipient agrees to maintain documentation to demonstrate that the project activities are achieved. Therefore, the Subrecipient agrees to adhere to record keeping and reporting requirements and ensure that any other pertinent regulations are adequate and will curtail monitoring findings. Such records shall include but not be limited to:

- a. Records providing a full description of the project;
- b. Records required to determine the eligibility of activities;
- c. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
- d. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
- e. Financial records as required by 24CFR Part 570.502, OMB Circular A-110 and OMB Circular A-133;
- f. Other records necessary to document compliance with Subpart K of 24 CFR 570.
- g. CD/ES/HM-1 Payment Request (Exhibit F)
- h. CD/HM/ADDI-2 Client Income Verification (Exhibit G)
- i. CD/HM-3 Direct Beneficiary Report (Exhibit H)
- j. Loan Production Report (monthly)

- k. Subsidy Identification form (Exhibit I)
- l. Verification that FHA 203 (B) mortgage limits and max subsidy amount for HOME-assisted units are met. The Single Family Mortgage Limits under Section 203 (b) of the National Housing Act, which is provided by HUD and can be verified at website www.hud.gov/offices/hsg/ins/sf203B.cfm.
- m. Records demonstrating compliance with the matching requirements of 92.218 through 92.222 including a running log and project records documenting the type and amount of match contributions.

J. COMPLIANCE WITH OTHER FEDERAL REGULATIONS

- 1. **Fair Housing and Equal Opportunity:** The Subrecipient will adopt a fair housing policy. The Fair Housing logo will be incorporated on all program documentation. The Subrecipient will adhere to the following regulations that ensure equal opportunity for employment and contracting: Equal Employment Opportunity, Executive Order 11246, as amended, and Section 3 of the Housing and Urban Development Act of 1968. Subrecipient will use a fair and equal process with the pre-qualification and use of lenders and closing attorneys.
- 2. **Affirmative Marketing:** The Subrecipient will adopt an affirmative marketing plan and procedures.
- 3. **Lead Based Paint:** The Subrecipient agrees to provide notification to all purchasers who acquire existing homes built prior to 1978, the compliance with the Lead Based Paint Prevention Act of 1971, per HUD 24 CFR Part 35, sub-part J.
- 4. **Procurement:** The Subrecipient agrees to follow the City of Atlanta's procurement policy, if applicable.
- 5. **Conflict of Interest:** In accordance with the HOME regulations outlined at 24 CFR 92.356(f) no owner, developer, or sponsor of a project assisted with HOME funds, whether private, for-profit, or nonprofit, may occupy a HOME-assisted affordable housing unit in a project without the express written permission of the City. In addition, no officer, employee, agent, or consultant of the owner, developer, or sponsor may occupy a HOME-assisted unit.

PROGRAM BUDGET

HABITAT FOR HUMANITY IN ATLANTA, INC. (HABITAT)

<u>Grant Code</u>	-	<u>Year</u>	-	<u>Project #</u>	<u>Fund Account Center #</u>	<u>Amount</u>
HM	-	11	-	36 S1	25211006 3935 250431969 5239004	<u>\$500,000</u>

IDIS Project No: 30

IDIS Activity No: 3935

IDIS Plan Year: 2011

<u>Source of Funds</u>	<u>Per Unit Cost</u>	<u># of Units</u>	<u>City/HOME Funds</u>	<u>Match</u>	<u>Total Project</u>
HOME Funds from City of Atlanta	\$10,000	50	\$500,000		\$500,000
Homebuyer Sweat Equity	1500	50		75,000	75,000
Total					\$575,000

<u>Uses of Funds</u>	<u>Per Unit Cost</u>	<u># of Units</u>	<u>City/HOME Funds</u>	<u>Match</u>	<u>Total Project</u>
Down payment Assistance/Closing Costs	\$10,000	50	\$500,000		\$500,000
Homebuyer Contribution	1500	50		75,000	75,000
Total					\$575,000

Budget adjustments may be required during the contract period to respond to changes in revenues and/or organizational needs. Budget adjustment procedures require the following:

- 1) A written request to the city to adjust the budget, including complete justification of the requested revisions;
- 2) A revised budget which includes all costs actually incurred to date as well as all projected costs, including itemization of specific cost categories to be increased, decreased or created;
- 3) All budget adjustments must be submitted no later than 90 calendar days prior to contract termination. No new categories shall be allowed at this time. Budget adjustments will not be retroactive;
- 4) In the event that any such written request for budget adjustment requires any amendment to this contract, the Subrecipient must submit its request therefore to the City no less than ninety (90) calendar days prior to contract termination; and
- 5) Budget adjustments less than ten (10) percent of any line item require administrative approval. Budget adjustments in excess of ten (10) percent of any line item will require a formal contract amendment. (See Part III, Section 8 – Shift of Funds)

*Any and all funds not obligated during the term of this Agreement shall be reprogrammed by the City.

DM

PART III GENERAL PROVISIONS

1. COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, AND LAWS

The Contractor and all Subcontractors shall comply with applicable laws, ordinances, and codes of the federal, state, county, and city governments. The federal regulations include, but are not limited to, the following:

- A. OMB Circular A-110, Uniform Administrative Requirements, which includes requirements for financial management, property management, allowable costs, procurement standards, reports and records, and conflict of interest prohibitions.
- B. OMB Circular A-122: Cost Principles for Nonprofit Organizations, which includes rules for determining reasonable and allowable costs, and procedures for negotiation and approval of indirect cost rates.
- C. OMB Circular A-133: Audits of Nonprofit Organizations, which includes guidelines for audits of non-profit organizations receiving federal assistance of \$500,000 or more.
- D. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375, and supplemented by 41CFR Part 60, which prohibits employment discrimination by Government contractors and subcontractors.
- E. Titles VI and VII of the Civil Rights Act of 1964, which prohibit discrimination on the basis of race, color, or national origin.
- F. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), which provides for fair housing and prohibits discrimination on the basis of race, color, religion, gender, or national origin in the sale, rental or financing of housing.
- G. Executive Orders 11063 and 12259, which prohibit discrimination on the basis of race, color, religion, gender, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities.
- H. Housing and Community Development Act of 1987, Section 109, which prohibits discrimination on the basis of race, color, national origin or gender for participation in any activity funded in whole or in part with Community Development funds.
- I. Age Discrimination Act of 1975, which prohibits discrimination based on age in any activity funded in whole or in part with federal financial assistance.
- J. Rehabilitation Act of 1973, Section 504, which requires federal grantees to make their programs and jobs accessible to disabled people.
- K. Americans With Disabilities Act of 1990, which prohibits employment discrimination against qualified individuals who have a physical or mental impairment that substantially limits one or more of his/her major life activities, by employers with 15 or more employees.
- L. Copeland "Anti-Kickback" Act applies to construction contracts in excess of \$2,000.00 and prohibits contractors and subcontractors from inducing any person employed in construction or repair activity to give up any part of the compensation to which he is otherwise entitled.
- M. Drug-Free Workplace Act of 1988, which requires certification of drug-free workplace and specific procedures to ensure compliance.
- N. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which establishes policies governing the acquisition of real property and the displacement of persons.

- O. Fair Housing Amendments Act of 1988, which prohibits discrimination against disabled people in the purchase or rental of housing and requires that newly-built multi-family housing be accessible to disabled clients.
- P. Clean Air Act and Federal Water Pollution Control Act, which applies to grants and subgrants of amounts in excess of \$100,000.
- Q. Flood Disaster Protection Act of 1973, which requires flood insurance for any acquisition or construction in an area identified as having special flood hazards.
- R. Hatch Act, which restricts political activity by federally-funded agencies and individuals
- S. Section 3 of the Housing Development Act of 1968, which requires the hiring and training of lower income residents and the use of local businesses, on contracts over \$100,000.
- T. Davis Bacon Act, which applies to construction projects which exceed \$2,000, as supplemented by labor standards provisions of the federal Department of Labor.
- U. Contract Work Hours and Safety Standards Act, which applies to construction projects which exceed \$2,000 and other contracts which are involved in the employment of mechanic and laborers and exceed \$2,500.
- V. Byrd Anti Lobbying Act, which applies to contracts which exceed \$100,000.
- W. Lead Based Paint Poisoning Prevention Act regulations, 24CFR Part 35, which apply to any grants or loans made for the rehabilitation of residential structures with federal assistance.
- X. Flood Disaster Protection Act of 1973, which restricts financial assistance for acquisition or construction purposes in specified areas, and sets forth mandatory insurance requirements.
- Y. Debarment and Suspension Executive Orders which prohibit contracts to parties listed on the General Service Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

2. APPLICABILITY OF CONTRACT CONDITIONS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, the provisions and conditions of this Contract, and a clause requiring its subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made. The Contractor is fully responsible for ensuring compliance. The Contractor shall provide two (2) copies of any subcontract covering any of the work covered by this Contract to the City prior to reimbursement of funds expended under said subcontract.

3. INDEPENDENT CONTRACTOR STATUS

The Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract.



4. TAXES, FINES, PENALTIES, INTEREST

The Contractor shall assume, and is liable for the costs of fines, penalties, and interest resulting from violations of, or failure to comply with City, Federal, or State laws and regulations, and guarantees to hold the City harmless in every respect against liability for any and all taxes.

5. INSURANCE, BONDING, AND HOLD HARMLESS AGREEMENTS

Insurance and Bonding: Prior to execution of this contract by the City, Contractor shall have obtained all insurance and bonds and met all requirements relating thereto, as set forth in Exhibit B hereof, included herein by reference and made a part hereof.

Hold Harmless: In addition to its agreement to obtain and maintain the insurance as set forth in Exhibit B, Grantee agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any and all claims against the City of Atlanta, its officers, agents or employees which arise out of any negligent act or omission of Grantee or any Contractor/Subcontractor employed by the Grantee or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Grantee or any Contractor/Subcontractor employed by the Grantee or any of their officers, agents or employees, which condition was not specified to be created or maintained by this contract/agreement. Grantee further agrees that its agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits of the liability insurance under this contract/agreement and its attached specifications.

6. CONTRACT TERMINATION

The City reserves the right to terminate this contract upon written notification to the Contractor under any of the following conditions:

- A. Notification by HUD that said project is ineligible because of project location, services provided, or any other reason cited by HUD.
- B. Notification by HUD that said project is deficient and is not providing adequate level of support to low income persons.
- C. Written notification from HUD that program funds made available to the City are being curtailed, withdrawn, or otherwise restricted.

The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Contractor:

- A. Fails to file required reports or to meet project progress or completion deadlines.
- B. Materially fails to comply with any provision of this contract.
- C. Expends funds under this contract for ineligible activities, services, or items.
- D. Implements the project prior to notification from the City that the federal environmental review process has been completed.
- E. Violates Labor Standards requirements.
- F. Fails to comply with written notice from the City of substandard performance under the terms of this contract.

7. PROGRAM INCOME

Program Income (defined at 24CFR570.500) derived from this contract, if any, shall revert to the City for use in the Community Development Block Grant Program, the Emergency Shelter Grant Program, the HOME Program or the Housing Opportunities For Persons With AIDS Program, unless otherwise specified herein.

8. BUDGET REVISIONS

Funds in the contract budget may be shifted between line items with advance written approval by the City of Atlanta through the Commissioner of the implementing department, or his/her designee, if such revisions do not exceed ten percent (10%) of the total City funding in the budget. If a proposed line-item change, or the cumulative total of previous and/or proposed line-item changes, is equal to or more than ten percent (10%) of the total City funding in the budget, then such budget revisions must be effected by a contract amendment.

9. CONTRACT AMENDMENT

The duties and responsibilities set forth herein shall not be modified or extended without written consent of the parties to this agreement. Such modification shall be in the form of a contract amendment executed by the parties to the contract.

10. REPORTING

The Contractor shall prepare and submit on an as-needed basis, but not more frequently than once a week, a report of financial and performance activity. This report shall be submitted on form CD/ES/HM-1, Reimbursement Request; copies and instructions for completion of the form will be provided by the City.

All costs for which reimbursement is requested under this contract shall be in accordance with Office of Management and Budget (OMB) Circular A-110, Uniform Administrative Requirements.

Expenditures reported on form CD-1 shall be supported by appropriate documentation for all items. Any item not substantiated will be deleted by the City and the sum subtracted from the requested total.

For service projects, Contractor shall submit Beneficiary Reports as stipulated in Contract Work Program. Forms and instructions will be provided by the City.

11. EVALUATION AND MONITORING

The Contractor agrees that the City of Atlanta may carry out monitoring, evaluation and auditing activities as deemed necessary by the City and HUD, or the Office of Inspector General or any of their duly authorized representatives.

12. MAINTENANCE OF RECORDS

The Contractor shall maintain such records and accounts as are deemed necessary by the City of Atlanta and HUD in accordance with OMB Circular A-110 to assure a proper accounting for all project funds. The Contractor shall, as often as deemed necessary by the City, HUD or the Office of the Inspector General of the United States, permit the City, HUD, the Office of the Inspector General or any of their duly authorized representatives to have full access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving transactions related to this contract, during the period of this contract and for three (3) years from the date of final payment, except as follows:

- (a) Financial records, supporting documents, statistical records, and all other records pertaining to this contract shall be retained for four (4) years from the date of the final expenditure report or until after all litigations, claims, or audit findings started before the expiration of the 4-year period, have been resolved.
- (b) Records for non-expendable property acquired with Federal grant funds under this contract shall be retained for four (4) years after final disposition of said property.

Financial Records are to be maintained in such a manner as to provide for:

- (a) Records for cash receipts and payments that would enable auditors to track project expenditures from commitment through disbursement.
- (b) Grant-by-grant accountability for receipts and expenditures.
- (c) Filing system for maintaining original and supporting documentation, such as invoices, canceled checks, purchase orders, fee calculations, insurance and bonding, as required.

13. AUDIT REQUIREMENTS

The Contractor shall maintain adequate records in such a manner that they may be audited at any time during the contract period and three (3) years after termination of this contract. All contractors shall secure an annual program audit including all funds provided in this contract. The expiration or termination of this contract shall in no way relieve the Contractor of the audit requirements set forth herein. If the Contractor receives \$500,000 or more in combined federal assistance, it agrees to obtain an audit conducted in accordance with OMB Circular A-133.

14. PROCUREMENT STANDARDS

The Contractor shall be responsible for following the standards and guidelines for the procurement of supplies, equipment, construction and services set forth in the Office of Management and Budget Circular A-110, Subpart C, governing procurement practices for projects utilizing federal funds. The Contractor shall not use competitive negotiation or non-competitive negotiation procedures without the prior written consent of the City of Atlanta Department of Procurement.

Consultant services provided under an independent contractor relationship are governed by Procurement Standards of OMB Circular No. A-110 and as agreed to by the City. Consultants shall receive no more than a reasonable rate of compensation.

15. PROPERTY MANAGEMENT

The Contractor shall be responsible for following standards set forth by the City and the Office of Management and Budget Circular A-110, governing the utilization and disposition of property acquired in whole or in part with funds provided under this contract. An inventory record shall be maintained for each item of non-expendable property acquired under this contract. Non-expendable property is property which has a useful life of one year or more and which costs \$5,000.00 or more. Grouping of like items such as chairs with an aggregate cost in excess of \$5,000.00 shall also be controlled and accounted for as non-expendable property even though the cost of a single item is less than \$5,000.00.

The Contractor's inventory record shall include:

1. Description of equipment including manufacturer's serial number, model number, Federal stock number, national stock number or other identification number.
2. Source of equipment, including the award number.
3. Whether title vests in recipient or Federal government.
4. Acquisition date.
5. Unit acquisition cost or assigned value with explanatory explanation.
6. Information as to whether property was new or used at time of acquisition.
7. Percentage of federal participation in the cost of the project or program for which the property was acquired.
8. Location and condition of the equipment and date information was reported.
9. Ultimate disposition date, including date of disposal and sales price or method used to determine fair market value.

The property inventory must be signed by the project director and a copy of the initial or updated inventory must be submitted to the City within 30 days of the purchase of any non-expendable property. The Contractor shall utilize the Contractor Inventory Record (CD-5) for the submission of this data.

The recipient shall use the equipment in the project or program for which it was acquired as long as needed whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original project or program, the Contractor must request written permission from the City to utilize the property for other purposes.

16. CONFLICT OF INTEREST

Contractor hereby warrants that it will establish and adopt safeguards to prohibit members, officers and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Further, no member, officer or employee of the Contractor who exercises any functions or responsibility with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract either for themselves or those with whom they have family or business ties, for work to be performed in conjunction with the program assisted under this agreement.

17. PUBLICITY AND PUBLICATIONS

In any written publications (i.e. newsletters, annual reports, news articles) where sources of funding/supporters of the project are listed and/or named, the Contractor must identify the City of Atlanta as a sponsoring agency. Funds must also be identified as coming from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant program or other appropriate HUD entitlement funding. For example: "City of Atlanta/HUD Community Development Block Grant"

In addition, all capital and/or construction sites being built with funds (in whole or in part) provided in this Agreement, the Contractor agrees to display appropriate or similar identifying signage as follows:

"A COMMUNITY DEVELOPMENT PROJECT OF THE CITY OF ATLANTA funded by a grant from the U.S. Department of Housing and Urban Development through *(insert applicable funding source)* the Community Development Block Grant program/the HOME Investment Partnership Grant program/the Housing Opportunities for Persons With AIDS program/the Emergency Shelter Grant program."

18. WRITTEN PROCEDURES

Contractor will establish and maintain written operating procedures covering program operations and accounting practices. These procedures should be sufficiently specific as to how policies are/will be formulated, actions to be performed to carry out adopted policies and procedures, and the designation of staff responsibilities in these areas. These written policies should be distributed/available to appropriate staff and should be available for review during City or Federal monitoring visits. Procedures to be covered include, but are not limited to, the following areas:

1. Financial Procedures including accounting procedures, cash management, grants management and procurement
2. Personnel policies, including employment rights, hiring practices, time and attendance records, policies regarding non-discrimination, health benefits, and grievance procedures
3. Job descriptions of all personnel directly involved with this contract, whether or not that position is funded under this contract
4. Intake and service policies and procedures, including the forms to be used for these activities
5. Managerial responsibilities, including reports required under this contract, an annual program audit, and property management inventories (for items purchased under this contract exceeding \$5,000)
6. Program review procedures which describe on-going actions to continually review and upgrade program operations.

**19. FIRE PROTECTION AND SAFETY STANDARDS:
REHABILITATION OR CONSTRUCTION OF RESIDENTIAL PROPERTIES**

- A. The Fire Administration Authorization Act of 1992 (P.L. 102-522, Section 31) added a new section 31 to the Federal Fire Prevention and Control Act of 1974, which prohibits the use of housing assistance in connection with certain assisted and insured properties, unless various fire protection and safety standards are met. "Housing assistance" is defined as Federal assistance "used in connection with the provision of housing, and provided in the form of a grant, loan, loan guarantee, cooperative agreement, interest subsidy, insurance or direct appropriation." This definition encompasses the entire range of HUD's assisted housing and community development programs. Specifically, this requirement refers to programs funded under the Community Development Block Grant (CDBG), HOME, HOPE 3, Section 108 Loan Guarantees, Rental Rehabilitation Program (RRP), Housing Opportunities for Persons with AIDS (HOPWA), and the McKinney Act programs to assist homeless persons.
- B. Contractor must comply with the Georgia State Building Code and the Georgia Safety Fire Law as administered by the City of Atlanta Bureau of Buildings.
- C. Any newly constructed apartment building of four (4) or more stories must be fully sprinklered.

**20. "SECTION 3" EMPLOYMENT OPPORTUNITIES FOR
BUSINESSES AND LOWER-INCOME PERSONS**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

Non-compliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and disbarment or suspension from future HUD-assisted contracts. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 of the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Contracts in excess of \$100,000 are subject to Section 3, and contractors shall enter into an employment training and contracting agreement, attached hereto as an Exhibit.

21. EQUAL EMPLOYMENT OPPORTUNITY POLICY

A FIRM WITH A WORK FORCE OF LESS THAN FIFTEEN (15) EMPLOYEES IS EXEMPT FROM THE EEO REQUIREMENTS.

Pursuant to the City of Atlanta Code of Ordinances, Chapter 2, Article X, Division 10, Section 2-1381 and Division 11, Section 2-1411 through Section 2-1419, the City declares that discrimination based upon race, sex, religion, national origin, age, or handicap is inconsistent with the U.S. Constitution, laws and policies of the United States, the State of Georgia, and the City of Atlanta.

It is the City of Atlanta's policy to prohibit discrimination by contractors who do business with the City against any employee or applicant for employment because of race, sex, religion, national origin, age, sexual orientation, or handicap. The City implements this policy by adopting gender and racial work force goals for every contractor performing work for the City of Atlanta.

Once a firm is awarded a contract, the selected firm must complete and submit the Contract Employment Report (CER) form that identifies the racial and gender demographics of the firm's work force. If the EEO goals for this contract are not met, the selected firm must also submit an affirmative action plan setting forth steps to be taken in an effort to reach the established racial and gender goals, such as advertising, recruitment effort, and training programs. If the selected firm anticipates relocating to the Atlanta metropolitan area, but does not have an Atlanta office at the execution of the contract, then the firm must submit a hiring plan setting forth an agenda for attempting to meet the established EEO goals as discussed above.

If the City of Atlanta contract will be performed by a work force located outside the Atlanta Metropolitan Statistical Area (AMSA), the firm must meet the EEO goals for the geographic location of the office performing the work on this project. If work performed on this project is an aggregate of all company locations, the EEO goals must be met for the location of the firm's headquarters. If the company, whose work force is located outside of the Atlanta area, does not provide the City of Atlanta with the EEO goals of the geographic location of the office performing the work, then the company must meet the EEO goals of the AMSA. The EEO goal for locations outside the AMSA must be reported on the CER form. All entries will be verified for accuracy. The CER form, the affirmative action plan, and the hiring plan will become a part of the formal contract.

22. MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION GOALS

It is the City's desire that Minority and Female Businesses participate to the maximum extent possible in the award of contracts. The City encourages the Contractor to voluntarily utilize Minority and Female Business Enterprises in joint venture, subcontracting and procurement opportunities available under this contract.

All Minority and Female Business Enterprises (MFBEs) must be certified as such by the Office of Contract Compliance. If they are not currently certified, they must submit a Minority or Female Business Enterprise Affidavit and Contract Employment Report (CER) for certification prior to performing work on this project.

The Contractor agrees to make all good faith, best efforts to meet the goals of this agreement by making available opportunities for minority and female business enterprise participation in the work set forth within this agreement, and shall take the following actions as part of its good faith, best efforts:

1. Notification to community organizations that the Contractor has subcontractor opportunities available and maintenance of records of the organizations' responses.
2. Maintenance by the Contractor of a file of the names and addresses of each minority and female business referred to it and action taken with respect to each such referred business.
3. Dissemination of the Contractor's Minority and Female Business Enterprise policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.
4. Specific and continuing personal (both written and oral) recruitment efforts directed at minority and female contractor organizations, minority and female recruitment organizations, and minority and female business assistance organizations.
5. Subdivision of the contract into as many segments as practical to allow the greatest opportunity for participation by Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs).
6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MFBE subcontractors as possible.
7. Implementation of the MBE and FBE participation program submitted with its response to the Invitation to Bids or Request for Proposals obligations under this agreement.
8. Submission of a Monthly Participation Progress Report and, if so specified by the Office of Contract Compliance, a Certified Payrolls Report and a Federal Monthly Manpower Utilization Report, to be due on the fifth day of each month following the award of the work set forth in this agreement.

The Contractor further agrees that its breach of the MFBE provisions contained herein shall subject it to any or all of the following penalties:

1. Withholding of ten percent (10%) of all future payments under this project until it is determined that the Contractor is in compliance;
2. Withholding of all future payments under this project until it is determined that the Contractor is in compliance.
3. Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its departments or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the MFBE provisions contained herein;
4. Cancellation of this project.

The Contractor must adhere to the City's commitment to fulfilling its obligations in promoting businesses owned by minorities and the support of businesses that utilize minorities in managerial positions.

For further information on Minority and Female Business Enterprise participation and/or on Equal Employment Opportunity, the Contractor is directed to contact:

Office of Contract Compliance
55 Trinity Avenue, S.W., Suite 1700
Atlanta, Georgia 30335
(404) 330-6010



23. EQUAL OPPORTUNITY PARTICIPATION

No person shall be denied or excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by this contract on the basis of race, color, creed, religion, gender, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law.

24. NONDISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) (the Act) and HUD regulations promulgated under the Act (including those under 24 CFR Part I) (the Regulations). The Act and Regulations provide that no person(s) shall on the grounds of race, gender, color, religion or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Contractor, in undertaking its obligations under this Agreement, hereby agrees to adhere to the provisions of the Act and Regulations and to take all measures necessary to assure compliance with the Act and Regulations by himself and by all Subcontractors acting under the Contractor. Further, in all contracts involving the sale, lease or transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Contractor shall cause to be inserted in the deed, contract or lease for such transfer a covenant running with the land explicitly prohibiting discrimination upon the basis of race, color, religion, gender or national origin.

25. REVERSION OF ASSETS

Upon the expiration or termination of this contract, all contract funds remaining on hand and any accounts receivable attributable to the use of contract funds, shall be transferred to the City of Atlanta, excepting funds which are to be retained by the Contractor for specific purposes and in accordance with procedures set forth in this contract.

Any real property owned by the Contractor which was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be (1) continued to be used for the original purpose or a use which meets one of the CDBG National Objectives; or (2) disposed of in a manner that results in reimbursement to the City of Atlanta CDBG Program in the amount of current fair market value of the property, less any portion of the value attributable to non-CDBG funding. Prior to any change in the use of the property from the original intent, citizens must be given an opportunity to comment on the change, and the City of Atlanta must provide official written approval. This requirement is in effect and enforceable until five years after the termination of this contract.



PART IV

HOME PROGRAM AND LOCAL REQUIREMENTS

The City of Atlanta is responsible for ensuring the administration of HOME funds in accordance with all program requirements. The use of Subrecipients does not relieve the City of this responsibility. The City is also responsible for determining the adequacy of performance under this agreement and procurement contracts and for taking appropriate corrective action when performance problem arise, such as those actions described in 24 CFR 570.910.

The Subrecipient does not assume the environmental responsibilities of the City as described at 24 CFR Section 570.604. The Subrecipient does not assume the responsibilities of the City to initiate the review process under Executive Order 12372, as described at 24 CFR Section 570.612.

The City may terminate or modify this agreement and such additional supplemental agreements hereafter executed, in whole or part, and may recover any HOME funds at its discretion, if the Subrecipient does any of the following:

- a. Violates any provision of this agreement; or
- b. Violates any provision of the Housing and Community Development Acts of 1974 and 1992, as amended; or
- c. Violates any applicable regulations or terms and conditions of approval of the applications which the Secretary of HUD has issued or shall subsequently issue during the period of this agreement; or
- d. Fails to complete performance in a timely manner; or
- e. The City may also terminate this agreement and such additional supplemental agreements hereafter executed, in whole or in part, by giving the Subrecipient thirty (30) days written notice, in the event that the Secretary of Housing and Urban Development shall:
 1. Withdraw funds allocated to the City under its application for program activities which substantially prevent performance of the HOME program in the City; or
 2. Terminate the City's funding allocation pursuant to an Act of Congress; or
 3. Fail to approve a grant application filed by the City.

The Federal awarding agency from which the funds allocated pursuant to this agreement are derived reserves, pursuant to 24 CFR Subtitle A, 85.34, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purpose:



- a. The copyright in any work developed under a grant, sub-grant, or contract thereunder; and
- b. Any rights of copyright to which a grantee, sub-grantee, or Subrecipient purchases ownership with grant support.

Recapture/long term affordability requirements. All HOME assisted properties are subject to the recapture provisions in accordance with 92.254(5)(ii), if the property does not remain as the homebuyers principal place of residence within the standard period of affordability based upon the total HOME funds amount invested in the assisted property. The affordability requirements must be enforced through a written agreement and a lien/mortgage. The Subrecipient has at its option the ability to calculate the HOME funds to be recaptured based upon its defined procedures.

Affirmative Marketing: Minority Outreach Program

Affirmative marketing

1. Each participating jurisdiction must adopt affirmative marketing procedures and requirements for homebuyer projects containing 5 or more HOME assisted housing units. Affirmative marketing steps consist of factions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability.
2. The affirmative marketing requirements and procedures adopted must include:
 - i. Methods for informing the public, owners and potential tenants about Federal fair housing laws and participating jurisdiction's affirmative marketing policy (e.g., the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communications to fair housing and other groups);
 - ii. Requirements and practices each Subrecipient must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirements (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing posters);
 - iii. Procedures to be used by Subrecipients to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
 - iv. Records that will be kept describing actions taken by the participating jurisdiction and to affirmatively market units and records to assess the results of these actions; and



- v. A description of how the participating jurisdiction will annually assess the success of the affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

Barrier Free Ordinance – If applicable, the Subrecipient will adhere to the following regulations governing the accessibility of federally assisted building, facilities, and programs. All assisted housing must meet the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act, and the Barrier Free Ordinance adopted by the City of Atlanta.

Lead-Based Paint – If applicable this agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S. C. 4831 et seq.) and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR Section 570.608). The use of lead-based paint is prohibited whenever HOME funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with HOME funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

Property Disposition – Real or personal property purchased in whole or in part with HOME funds in excess of \$25,000 shall not be disposed through sale, use, or location without the written permission of the City. The real property must continue to meet one of the HOME program's National Objectives for five (5) years after the expiration of this agreement. If the National Objective is not met during this time period, the City must be reimbursed for the current fair market value, less any portion of the value attributable to non-HOME funds. The proceeds from the disposition of real property shall be considered program income.

Conflict of Interest

Procurement Activities – the Subrecipient must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- (a) require that no employee, officer, or agent participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
- An employee, officer, or agent of the Subrecipient;
 - Any member of an employee's, officer's, or agent's immediate family;
 - An employee's, agent's, or officer's partner; or
 - An organization which employs or is about to employ any of the in the preceding section.

tdm

- (b) require that employees, agents, and officers of the Subrecipient neither solicit nor accept gratuities, favors, or anything of value from Subrecipients, or parties to sub-agreements.
- (c) Provide for disciplinary actions to be applied for any violations of such standards by employees, agents, or officers of the Subrecipient.

HOME-Assisted Activities – no employee, agent, or officer of the Subrecipient, who exercises decision-making responsibility with respect to HOME funds and activities, is allowed to obtain a financial interest in or benefit from HOME activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds of the activities. Specific provisions include that:

- (a) This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, a designated public agency, or a Subrecipient, and to their immediate family members, and business partner(s).
- (b) The requirement applies for such persons during their tenure and for a period of one (1) year after leaving the grantee or Subrecipient organization.
- (c) Upon written request, exceptions may be granted by HUD on a case-by-case basis, after consideration of the cumulative effect of various factors listed at 24 CFR 570.611 (d), and only with: (1) full disclosure of the potential conflict, and (2) a legal opinion of the City's attorney that there would be no violation of state or local laws in granting the exception.

Identification of Documents, Project Sites, and Publicity

All publicity relative to program activities, including but not limited to radio, television, newspapers and magazines, must indicate the following: "This program is financed, in part, by the Department of Housing and Urban Development and City of Atlanta, Department of Planning and Community Development- Office of Housing."

For homeownership housing projects, records may be retained for five years after the project completion date; except for documents imposing recapture/resale restrictions which must be retained for five years after the affordability period terminates.

Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later.

The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income and household demographics or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City of Atlanta for review upon request.

Closeout Procedures

This agreement will be considered closed when: (a) all costs to be paid with HOME funds have been incurred, with the exception of closeout costs (e.g., audit) or contingent liability costs; (b) the work financed with HOME has been completed; and (c) other responsibilities of the agreement with the City have been met, or the City feels that there is no further benefit in keeping the agreement open for the purpose of securing performance. The Subrecipient is required to provide final versions of all financial, performance, and other reports that were a condition of this agreement.

As specified in 24 CFR 84.72 and 85.51, the closeout of a HOME award to a Subrecipient does not affect: (a) the City's right to disallow costs and/or recover funds on the basis of a later audit or other review; (b) the Subrecipient's obligation to return funds due to the City from subsequent refunds, corrections, or other transactions; (c) the Subrecipient's responsibilities for records retention; (d) the HOME property management and disposition requirements; and (e) audit requirements.



ADDITIONAL EXHIBITS

The following Additional exhibits are attached hereto, incorporated herein by reference and made a part hereof:

EXHIBIT	GENERAL TITLE
A	Legislation for contracts over \$100,000; not included for contract \$100,000 or less.
B	Insurance, Bonding, Hold Harmless Agreement
C	Certification Regarding Lobbying
D	Section 3 Employment, Training and Contracting Agreement
E	Homebuyer Set-up and Completion Form
F	CD-1 City of Atlanta Reimbursement Request
G	CD-2 Client Income Verification for Direct Services
H	CD-3 Direct Beneficiary Report
I	Subsidy Identification Form
J	Written Agreement
K	Promissory Note
L	Deed to Secure Debt
M	Certification of Receipt of Applicable Rules, Regulations and Laws
N	First Source Jobs Policy and Employment Agreement
O	Personnel Policies/Personnel Records
P	Contract Employment Report for Non-Construction Contracts Only
Q	SAVE Affidavit



11-R-1128

(Do Not Write Above This Line)

RESOLUTION BY COUNCILMEMBERS
IVORY LEE YOUNG, JR. AND JOYCE
SHEPERD

A RESOLUTION AUTHORIZING THE
MAYOR TO ENTER INTO VARIOUS
CONTRACTUAL AGREEMENTS
ADMINISTERED BY THE DEPARTMENT
PLANNING AND COMMUNITY
DEVELOPMENT FOR PROJECTS UNDER
THE 2011 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG), AND 2011 HOME
INVESTMENT TRUST FUND (HOME); AND
FOR OTHER PURPOSES

As Amended

ADOPTED BY

AUG 15 2011

COUNCIL

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☒ PERSONAL PAPER REFER

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee

Date 7/16/11

Chair

Joyce Sheperd
Chair, Adv, Hold (see rev. side)

Action

Other

Members

Refer To

Committee

Date

Chair

[Signature]
Chair, Adv, Hold (see rev. side)

Action

Other

Members

Refer To

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☐ Consent ☐ V Vote ☒ PRC Vote

CERTIFIED

CERTIFIED
AUG 15 2011

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED
AUG 15 2011

Ruth Douglas
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

AUG 24 2011

WITHOUT SIGNATURE
BY OPERATION OF LAW

Date Referred

07/18/2011

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:



11-R-1128

**RESOLUTION BY
COUNCIL MEMBER JOYCE SHEPERD**

**AS AMENDED BY
COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO VARIOUS CONTRACTUAL AGREEMENTS ADMINISTERED BY THE DEPARTMENT PLANNING AND COMMUNITY DEVELOPMENT FOR PROJECTS UNDER THE 2011 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), AND 2011 HOME INVESTMENT TRUST FUND (HOME); AND FOR OTHER PURPOSES

WHEREAS, projects to support the development and preservation of affordable housing were approved in the 2011 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Trust Fund (HOME) programs; and

WHEREAS, the City has obtained release of funds from the U.S. Department of Housing and Urban Development (HUD) for these projects, based on the filing of environmental clearances.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee be and is authorized hereby to enter into contractual agreements for the following Community Development Block Grant (CDBG) and HOME Investment Trust Fund (HOME) projects assigned to the Department of Planning and Community Development shown on the Attachment 1.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare the appropriate contractual agreements for execution by the Mayor or his designee.

BE IT FURTHER RESOLVED, that said contractual agreements shall not become binding on the City and the City shall incur no liability upon same until such contracts are approved by the City Attorney as to form, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to the contracting parties.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.



ATTACHMENT 1

CDBG/HOME Project		Subrecipient		Project		Task	Award	Exp Type	Owning Org	Amount
BILF Administration		Atlanta Development Authority		25211057	3918		220131962	5239004	COA	\$60,000.00
BILF Loan		Fulton Co/Atlanta Land Bank Authority		25211058	3920		220131962	5239004	COA	200,000.00
Fulton/Atlanta Land Bank		Habitat for Humanity		25210977	3931		220131962	5239004	COA	150,000.00
Habitat for Humanity Downpayment Assistance		Quality Living Services		25211006	3935		250431969	5239004	COA	500,000.00
OLS Gardens		Senior Citizens Services of Metro Atlanta		25210982	3958		220131962	5239004	COA	100,000.00
Atlanta Home Owner		Senior Connections		25210976	3917		220131962	5239004	COA	100,000.00
Emergency Home Repair		Southeast Energy Assistance		25210979	3929		220131962	5239004	COA	407,525.00
Housing Weatherization		Urban Residential Finance Authority		25210981	3939		220131962	5239004	COA	200,000.00
Atlanta Affordable Housing Opportunities Program (AAHOP)		Rebuilding Together Atlanta, Inc.		25211007	3915		250431969	5239004	COA	766,000.00
Rebuilding Together Atlanta				25210742	3710		220131898	5239004	COA	210,000.00

dm

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) **Source Selection:** n/a

(c) **Bids/Proposals Due:** n/a

(d) **Invitations Issued:** n/a

(e) **Number of Bids:** n/a

(f) **Proposals Received:** n/a

(g) **Bidders/Proponents:** n/a

(h) **Term of Contract:**

4. Fund Account Center (*Ex. Name and number*) in legislation

5. Source of Funds: HOME

6. Fiscal Impact: n/a

7. Method of Cost Recovery: All expenses will be paid from this grant amount.

This Legislative Request Form Was Prepared By: December Thompson (ext. 6613).

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: CD/HR Committee

Caption:

RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AMENDMENT NUMBER ONE THE AGREEMENT WITH THE HABITAT FOR HUMANITY IN ATLANTA, INC., PROJECT NUMBER HM-11-36, FOR THE PURPOSE OF EXTENDING THE TERM OF THE AGREEMENT SO THAT THE PROJECT MAY BE COMPLETED; AND FOR THE OTHER PURPOSES.

Council Meeting Date: November 9, 2012

Requesting Dept.: Planning and Community Development

FAC Confirmed by: N/A

B.

To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of this legislation is to extend the term of the HABITAT contract.

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta

HABITAT will administer the HOME Down Payment Assistance Program on behalf of the City. This program will provide up to \$500,000 in a low interest down payment assistance loan for affordable housing. The terms and conditions of the loans will be determined on a project by project basis, based upon Habitat's application review and financial underwriting analysis.

Legislative White Paper

Committee of Purview: Community Development/ Human Resource Committee

Caption:

RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AMENDMENT NUMBER ONE THE AGREEMENT WITH THE HABITAT FOR HUMANITY IN ATLANTA, INC. (HABITAT), PROJECT NUMBER HM-11-36, FOR THE PURPOSE OF EXTENDING THE TERM OF THE AGREEMENT SO THAT THE PROJECT MAY BE COMPLETED; AND FOR THE OTHER PURPOSES.

Council Meeting Date: November 9, 2012

Legislation Title:

Requesting Dept.: Planning and Community Development

Contract Type: N/A

Source Selection: N/A

Bids/Proposals Due: N/A

Invitations Issued: N/A

Number of Bids/ N/A

Proposals Received: N/A

Bidders/Proponents: N/A

Background: The purpose of this legislation is to extend the term of the 2011 Habitat contract to February 28, 2014. Habitat will administer the HOME Down Payment Assistance Program on behalf of the City. This program will provide up to \$500,000 in a low interest down payment assistance loan for affordable housing. The terms and conditions of the loans will be determined on a project by project basis, based upon Habitat's application review and financial underwriting analysis.

Fund Account Center: N/A

Source of Funds: N/A

Fiscal Impact: None

Term of Contract: N/A

Method of Cost Recovery: All expenses will be paid from this grant amount.

Approvals:

DOF:

DOL:

Prepared By: December Thompson

Contact Number: 6613

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: December Thompson

Contact Number: 6613

Originating Department: Planning and Community Development- Office of Housing

Committee(s) of Purview: CD/HR

Chief of Staff Deadline: November 9, 2012

Anticipated Committee Meeting Date(s): November 27-28, 2012

Anticipated Full Council Date: December 3, 2012

Legislative Counsel's Signature: _____

Commissioner's Signature: [Signature]

Chief Financial Officer: _____

Chief Information Officer Signature (for IT Procurements) _____

Chief Procurement Officer Signature: _____

CAPTION

RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO AMENDMENT NUMBER ONE THE AGREEMENT WITH THE HABITAT FOR HUMANITY IN ATLANTA, INC. (HABITAT), PROJECT NUMBER HM-11-36, FOR THE PURPOSE OF EXTENDING THE TERM OF THE AGREEMENT SO THAT THE PROJECT MAY BE COMPLETED; AND FOR THE OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: [Signature] 11/14/12
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____ (date)